

# Morris James LLP

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December 13, 2007

**VIA EMAIL and HAND DELIVERY**

The Honorable Mary Pat Thyng  
United States District Court  
844 North King Street  
Lock Box 8  
Wilmington, DE 19801

**RE: *Hackett v. CMS*  
C.A. No. 06-426 \*\*\***

Dear Judge Thyng:

I represent Correctional Medical Services in the above matter. Per Your Honor's direction, please accept this as CMS' response to plaintiff's motion to compel. As Your Honor is aware, plaintiff has requested, among other things, copies of his medical records from CMS. Because the medical records contain some CMS proprietary material, CMS had requested that plaintiff sign a confidentiality agreement prior to producing those materials. The confidentiality agreement as currently stated requires Mr. Hackett to limit dissemination of documents provided by CMS except as provided by the terms of the agreement, a copy of which is attached hereto. While CMS does not dispute Mr. Hackett's entitlement to his medical records, because the proprietary nature of some of the information embedded within those documents as well as any future requests for information, CMS would require that such an agreement be signed to protect its interest. CMS has been and remains prepared to produce the documents as requested by Mr. Hackett but requests assurances that its proprietary information will be protected prior to doing so.

As always I am available at Your Honor's convenience to discuss any questions or concerns.

Respectfully submitted,



Amy A. Quinlan

AAQ/taa  
Enclosure

cc: Mr. Adam Hackett

AAQ/111331-0006/1639344/1

**CONFIDENTIALITY AGREEMENT**

**WHEREAS**, there is currently a claim asserted by ADAM HACKETT against Correctional Medical Services, Inc.;

**WHEREAS**, in the course of discovery of documents from Correctional Medical Services, Inc., ADAM HACKETT has requested copies of medical records from the time of his incarceration at Delaware Correctional Center;

**WHEREAS**, Correctional Medical Services, Inc. by its undersigned counsel has only agreed to voluntarily provide ADAM HACKETT a copy of said records provided this confidentiality agreement is executed.

**NOW, THEREFORE**, it is agreed as follows:

1. Any documents obtained by ADAM HACKETT from Correctional Medical Services, Inc. shall not be further copied or disseminated to anyone else, including but not limited to inmates of Delaware Correctional Center, except as provided by the following exceptions:

- a. Members of any law firm representing ADAM HACKETT and any persons employed by them assisting in the prosecution of the claim may have access to the documents or materials but shall not make additional copies, and
- b. Copies may be made for and provided to experts consulted by ADAM HACKETT provided further that said experts:
  - (i) Sign a subscription to observe this Confidentiality Agreement;
  - (ii) Have that subscription available for inspection at the time of deposition, if applicable; and

- (iii) Not be engaged as employees or consultants by other correctional facility healthcare providers; and

c. Copies may be made for use as trial or deposition exhibits.

2. All copies in the possession of ADAM HACKETT or those to whom he disseminated copies, shall be returned to counsel for Defendant CMS at the conclusion of the case.

3. Inasmuch as actual damages from a breach of this agreement will not be susceptible to precise determination, each and every breach of this Agreement shall entitle Correctional Medical Services, Inc. to recover liquidated damages in the sum of \$5,000.00 from ADAM HACKETT.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

AGREED AND ACCEPTED:

By: \_\_\_\_\_  
ADAM HACKETT

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness